

GENERAL CONTRACT TERMS AND CONDITIONS

1. The contract:

1.1. Place and date granted: In Barcelona, on @DATEJ.

1.2. Grantors / signatories (names of parties involved):

a. The Owner, **BARCELONA LODGING MANAGEMENT, S.L.**, with tax id B63579486, and legal registered address at 538 Av. Diagonal, (5th floor) - 08006 / Barcelona and with email address: marina@melondistrict.com

b. The Resident: @PRENOMCL @NOMCL of legal age, with passport number @NUMDOCIDENT, with country of nationality @NATIOCL nationality, with address for all effects and purposes in the room stated in this contract, and with email address: @MAILCL

1.3. Purpose of the contract:

The Owner agrees to rent out a @TYP_CH01 room at the **Melon District @ACTIVITE** residence hall located in @RESADRESSE – Barcelona – Spain.

The resident shall have access to and the use of the general facilities in the building, as well as any other existing services and, in the event that a single, twin or duplex room is booked, the cooking lounge designated to him/her.

1.4. Contract term:

The contract comes into force on @DAR and expires on @DDE.

1.4.1. Check-in:

The Resident should notify the Owner of the time and date of his/her arrival at least fifteen (15) days before said scheduled arrival.

If the Resident does not notify the Owner of his/her check-in date, the starting date of the present contract will be considered as the check-in date.

Should the Resident not show up on the day specified, he/she would have three (3) working days to notify us of a new arrival date. Otherwise, the booking would be considered as a cancellation within the valid term of the contract and no refund would be granted of any amounts paid.

Check-in time is from two in the afternoon (2pm) until eleven at night (11pm). In order to check-in outside these times, the Booking Department must approve the check-in time requested by the Resident.

1.4.2 Final date of the contract:

The Resident, having been informed of the various types of ways to rent rooms from the Owner, specifically the option of daily or monthly rates, as well as the need to comply with the minimum periods in each of all the alternatives presented, has freely chosen to the monthly rate system.

The term of this contract must be complied with on a mandatory basis, taking into account the nature and characteristics of the residence in question, due to the fact that the rate is calculated based on the length of stay.

The parties agree that in the case of an early termination of the present contract (by the Resident or by the Owner), the following compensation will be made:

a) Early termination attributable to the Owner: In the event that the present contract is terminated early (before the final date of the contract) for reasons attributable to the Owner (not including serious or very serious violations, in compliance with that stated in clause 3.2 of the present contract), the Owner will reimburse the deposit paid and will compensate the Resident for the following: (1) another amount equal to the deposit paid in accordance to that stated in paragraph 1.5; (2) in addition, with an amount equal to the proportional part of the monthly rent corresponding to the days from the date in which the early termination occurs and the last day of the current month. The corresponding compensation should

be paid maximum on the date of the early contract termination and is a condition for the early termination to have taken effect.

b) Early termination attributable to the Resident: In the event that the present contract is terminated early (before the final date of the contract) for reasons attributable to the Resident, said Resident will compensate the Owner with the anticipated amount due for the early termination attributed to the Resident; in other words, for the following: (1) the amount of the deposit paid according to that stated in paragraph 1.5; (2) in addition, with the amount equivalent to the proportional part of the monthly rent corresponding to the days from the date in which the early termination occurs and the last day of the current month (this amount is automatically compensated to the Owner with the same payment made by the Resident as part of the current monthly rent).

The corresponding compensation should be paid maximum on the date of the early contract termination and is a condition for the early termination to have taken effect.

1.5. Payment:

The Resident confirms that the following payments have been made and the Owner confirms that they have been received:

- **First month's rent:** @sp1 euros -10% VAT included
- **Registration fee:** @m1 euros - 10% VAT included
- **Deposit:** @MTCAUTION euros
- **Cleaning checkout fee:** 23,00 euros - 21% VAT included

The Resident agrees to pay the monthly rent and any additional services purchased on a monthly basis by the method of payment selected by said Resident. The monthly rent for the present contract is set at a fixed price of: @sp1 euros (10% VAT included). The Value Added Tax (VAT) in forced at the current moment will be paid by the resident.

The method of payment should be chosen by the Resident for the entire duration of the contract; however, should the Resident wish to change the payment method, he/she must send an email to the accounting department: contabilidad@melondistrict.com The Accounting Department will notify the confirmation of the change in the method of payment by email sent by change will take effect when the Resident has received an email confirmation from the accounting department.

At the end of each month, the Resident will receive a pro forma invoice of the monthly amount due within the first three days of the following month.

The Resident confirms having chosen the following payment option and accepts all the conditions that apply:

@MODEPAIECL

1.5.1 Direct debit / Standing order:

The Resident should specify a Spanish bank account number in the form attached to this contract before the 20th of their first month of their stay.

Fees: this payment method does not result in any extra costs.

Payment deadline: The rent and additional services requested will be charged to the specified bank account within the first three days of each month.

In the event of non-payment: The Resident will be notified in the way agreed in the present contract. A fee of 15 euros, 21% VAT, included, will be charged for each returned direct debit. The Resident will have 48 hours from when the written notification is sent to make payment by direct bank transfer to our account or by credit card with any fees stated in the appropriate section. After this deadline, the contract could be terminated. After two such incidents, and if said incidents are deemed to be the fault of the Resident, the Resident will be informed that he/she must change



their payment method to a bank account transfer or credit card, including the fees listed below.

Deposit: With the direct debit payment option, the deposit will be refunded 30 days after the contract end date.

1.5.2 Credit card:

The Resident chooses to pay the monthly rent and any additional services by credit card.

Bank fees: Payments made via credit card will include a bank fee of 0.9% over the total amount due for VISA & MASTERCARD cards and a bank fee of 3.5% over the total amount due for AMERICAN EXPRESS cards. The fees will be included in the monthly invoice.

Payment deadline: The rent and additional services requested must be paid at the front desk in person within the first three days of each month.

In the event of non-payment: If payment has not been made by the 4th of the month, the Resident will receive written notification from the front desk and a fee of 5 €, 21 % VAT included, will be applied per day until the rent is paid. After the 6th of the month, if the Resident has still not paid, it would be understood that there is cause for an early termination of the contract attributable to the Resident.

Deposit: With the credit card payment option, the deposit will be refunded 30 days after the contract end date.

1.5.3 Uni-Pay:

The Resident chooses to pay the monthly rent and additional services by online secured payment system Uni-Pay.

Uni-Pay is an online payment service which allows foreign students without a bank account in Spain to pay their fees by credit card or to make a bank transfer from their own country.

Bank fees: The owner doesn't charge any extra fees for payments made by Uni-Pay. However, Uni-Pay charges a fixed fee for payments by bank transfer and a variable fee for payment by credit card.

All bank or Uni-Pay fees pertaining to transfers must be paid by the Resident. If the full amount of rent specified in the pro forma invoice is not received, said amounts due will be deducted from the deposit.

Payment deadline: Payment must be made in Uni-Pay within the first three days of each month.

In the event of non-payment: If payment has not been made by the 4th of the month, the Resident will receive written notification from the front desk and a fee of 5 €, 21% VAT included, will be applied per day until the rent is paid. After the 6th of the month, if the Resident has still not paid, it would be understood that there is cause for an early termination of the contract attributable to the Resident.

Deposit: With Uni-Pay payment option, the deposit will be refunded 30 days after the contract end date.

2. Regulations:

The following rules and regulations are compulsory for all residents. The Resident understands and accepts the rules and regulations.

2.1. Assignment of room rented:

- The room is for personal, non-transferable use. The Resident may neither sub-let nor transfer the room, rights or obligations covered by the present contract.
- Inventory: a list of furniture and equipment, replacement cost and the current condition of the assigned bedroom and cooking lounge will be provided to the Resident on the first day of occupancy. The Resident will have 24 hours to confirm the correctness of said inventory in the Resident areas. If the Resident does not do so, all the items on the inventory list will be considered to have been present in the room and in good condition.
- The Resident is obligated to make sure the room and the furniture and equipment inside said room is maintained in the same state as it was found upon entry.

- No construction work, holes, posters or other objects are permitted on the walls.
- In the event that the resident would like to change rooms at some point during the duration of the present contract, he/she would have to inform the Owner of the reason for the desired change. In view of this request, and in order to avoid possible conflicts with other Residents, the Owner will try and modify or resolve the issue that has provoked the desire to change rooms according to that stated in clause 2.2.2. However, if the issue cannot be resolved and there is a justified reason for the change, the Owner will proceed to change the resident's room as soon as possible according to availability and making sure other Residents' rights are not affected by the change.
- Likewise, when necessary, the Owner reserves the right to change the Resident to another room whose conditions are equal or superior to the one in which he/she had been staying for a technical or operative reason, for example for maintenance, reparations, conservation or adapting the residence and its facilities for the purpose of complying with its rules and regulations, or the relocation of full floors according to the use of the rooms.
- The Owner is not responsible for any items lost that were not held in safekeeping at the front desk.

2.2. Room and building maintenance

2.2.1. The exclusive obligations of the Resident in the room and shared obligations in the cooking lounge and other common areas in the building:

- The Resident is committed to keep the facilities in a clean and well-maintained state.
- If any incidents occur:
 - The Resident is obligated to report when an appliance breaks down to the Owner as soon as possible.
 - The Resident shall allow the personnel designated by the Owner to gain access to the room.
 - If the Resident causes any damage to the room or common areas, he/she shall pay for the repairs undertaken by the Owner. Otherwise, the Owner has the right to discount the damage amount from the deposit.
 - If there is any damage to the common areas and the Owner does not know which Resident is responsible, then the cost for the repair will be split between the residents of the same cooking lounge.

2.2.2. Owner's obligations

The Owner is committed to hand over the room in a clean and well-maintained state.

The Owner shall strive to resolve incidents as quickly as possible and carry out any necessary maintenance work.

The Owner is not responsible for any damage caused by the Resident(s)

Before entering any rooms, residents shall be given advance notice, except in emergencies, in which case there will be no prior warning.

2.3. Safety

2.3.1. Electricity and hazardous materials in the building:

No personal electrical devices (radiators, hotplates, fridges or other such equipment) may be installed.

No food can be cooked in the room, except in the case of rooms with their own kitchens.

No fuel, hazardous, explosive or inflammable material may be stored or handled on the premises.

The use of candles, barbecues, liquid gas, incense, etc. is forbidden.

The Owner has the right to remove any forbidden objects and materials that are discovered.

2.3.2. Emergency doors and security systems:

Entrance and emergency doors and other security systems must not be blocked

Emergency systems (fire extinguisher, alarm, etc) must only be used in cases of emergency



2.3.3. Keys

Each Resident is responsible for the use of his/her own key for the room. The key is personal and non-transferable.

Lost keys:

- The Resident must advise the Owner immediately.
- The cost of a new key must be covered by the Resident.
- The Owner shall not be held responsible for any loss, unintentional breakage or theft of keys.

The key will be returned to the Owner at the end of the Resident's stay. If it is not returned, the Resident will be charged accordingly.

2.3.4. Windows, balconies, patio, terrace and solarium:

Placing or throwing any objects or substances out the window, balcony, terrace or the solarium is strictly prohibited.
No outdoor antennas can be installed.

No laundry may be hung in these parts of the building.

Dangerous behavior, such as leaning and jumping out of any of the above, is strictly prohibited.

2.4. Cleaning and recycling

2.4.1. Resident obligations:

The resident is responsible, besides the other students sharing the same cooking lounge, of the tidiness and cleanness of this space. The Resident is committed to keep his/her room and the common areas orderly and clean at all times.

The Resident will share domestic duties with the other Residents on the floor who share the same cooking lounge.

The Resident is committed to clean his/her kitchen utensils and other personal belongings in the cooking lounge and the assigned storage areas.

The Resident is committed to recycle all garbage in the trash bins found in the cooking lounges and on the street.

2.4.2. Rights of the Owner

The Owner reserves the right to undertake daily inspections of the cooking lounges. If the results are unsatisfactory (uncleanliness or any damage), the Residents of the cooking lounge will receive a notification by email. If, 24 hours after having received this message, the situation is not rectified, we will use our cleaning staff and the extra cost will be divided among all Residents of the cooking lounge. The extra charge will be sent via email and must be paid maximum 24 hours after said email has been sent.

2.5. Noise

Excessive noise along with any activities that may disturb the peace for the occupants are prohibited at all times.

There must be silence during the following hours: eleven at night (11pm) to eight in the morning (8am).

2.6. Guests and visiting hours

2.6.1. Visitors:

Visitors must be of legal age (over 18 years old)

The Resident may receive visits during the day (8am-12am).

Only one visitor per resident is allowed at any one time.

Visitors must register at the Front desk and sign out on departure.

Visitors must be accompanied by the Resident at all times.

Residents are responsible for their visitors and their behavior throughout the building. Above all, it is the Resident's responsibility that the Visitor obeys the rules established by the Owner, particularly those stated in the present contract.

Should the visitor remain on the premises after midnight (12am), the Resident will be charged €15.00 per night (10% VAT included).

2.6.2. Invited guests:

Residents may receive guests who will stay in their room, excluding Residents who are renting out a TWIN room (2 separate beds).

Guests must be of legal age (over 18 years old)

The Resident can only have one guest at a time for a maximum of seven consecutive nights.

The guest must sign in at the front desk upon arrival by showing their passport/national identity card and must always be accompanied by the Resident.

The guest must sign out at the front desk upon his exit and must always be accompanied by the Resident. Residents are responsible for their guests and their behavior. Above all, it is the Resident's responsibility that the Guest obey the rules established by the Owner, particularly those stated in the present contract.

The guest will be charged €15 per night, 10% VAT included.

The final checkout time will be noon (12pm).

2.6.3. Rights of the Owner:

The Owner has the right to limit the entrance of visitors and guests.

2.7. Utilities

Utilities are included in the rent.

The Owner reserves the right to penalize anyone who does not follow the rules of energy saving established for the building.

2.8. Animals

Animals are strictly prohibited throughout the building.

2.9. Alcohol

A **moderate** consumption of alcohol is allowed on MelonDistrict premises. However, please note that Residents should behave appropriately at all times. Any type of inappropriate behavior under the effects of alcohol is considered as an EXTREMELY SERIOUS violation of our rules, whose consequences include the guest being ejected immediately from the residence.

2.10. Smoking and drugs

2.10.1. Smoking

Smoking is strictly prohibited on building grounds, except in the outside designated smoking areas.

2.10.2. Drugs

The consumption, possession, entrance and sale of drugs and any other form of drug trafficking are strictly prohibited throughout the building.

2.11. Parties

Parties are strictly prohibited on building premises

2.12. Bicycles

Bicycles are not permitted inside the building, except in special designated areas.

2.13. Check-out

2.13.1. Keys: The Resident must return their room and laundry key on the last day during check-out.

2.13.2. Time of check-out: the Resident must notify the Owner of the exact date of his/her departure, at least 15 days before his/her contract expires.

2.13.3. Cleaning and maintenance:

The cleaning checkout fee of twenty one euros and twenty four cents 21.24€ (including 21% VAT) is charged at the beginning of the contract even though it takes place at the end of the stay.

After the Resident has departed, the Owner will inspect the room and cooking lounge thoroughly, comparing it to the initial inventory list signed by both parties at the beginning of the stay.

The cost of any detected imperfections will be taken from the deposit or charged directly to the Resident.

2.13.4. Personal Possessions

The Resident must remove all personal possessions from the room, cooking lounge and common areas (including any food or drink in the cupboards and fridge).

The Owner will not be held responsible for any personal possessions left in the room, cooking lounge or the building itself.

2.13.5. Departure time and date

The Resident must leave the room and the building on or before the final day stipulated in the contract.

The final checkout time will be noon (12pm)

- If the Resident has not left the building within the above-mentioned period, the Owner may enter the room without prior warning, empty it of any of the Resident's personal possessions, and recover the use of the room.

2.13.6. Deposit

The purpose of the deposit is to guarantee the appropriate use of the facilities that the Resident uses, as well as to guarantee the compliance with the duration of the present contract.

Under no circumstances will the deposit be used to cover a month's rent.

2.13.6.1. The deposit is refunded only in the following circumstances:

The deposit will be returned provided that there are no damages in the room or the common areas.

The deposit is returned if the Resident has complied with the period of the present contract.



The deposit will be returned as long as the Resident does not have any charges pending to be paid.

2.13.6.2. The deposit is not refunded in the following circumstances:

Very serious violations by the Resident that are penalized with immediate expulsion.

Cancellation of the present contract, attributable to the Resident (paragraph b of the clause 1.4.2).

Damages that exceed the total amount of the deposit.

2.13.6.3. The deposit is partially refunded in the following circumstances:

Damages in the Resident's room or common areas that do not exceed the total amount of the deposit.

Additional cleaning services in the room or common areas.

If the Resident has any pending charges that have not been paid.

2.13.6.4. Refunding the deposit

The deposit is returned after the Resident has left the residence by bank transfer, in a time period of 30 days after the end date of the contract.

The Resident must provide their bank information in order to refund the deposit. (Bank, bank account number, iban, swift code, ABA number).

2.14. Solarium/pool

The Resident must comply with the pool hours established by the Owner, 9 in the morning to 10 at night (9am-10pm).

The Resident must obey and respect the pool rules.

2.15. Miscellaneous

The purpose of the rules and regulations of the present contract are meant to maximize the well-being of all Residents, individually and collectively.

In the event that, for reasons beyond control and favoring the security, cleanliness, well-being of all Residents, the need to modify the above rules and regulations arises, the Owner may do so.

The modifications would be duly notified to the Residents for their information.

The non-compliance of the modified rules and regulations could lead to a possible penalty, depending on whether said act of non-compliance is considered to be minor, serious or very serious.

Being a Resident implies the acceptance of the rules and regulations aforementioned in the present contract.

3. Penalties:

3.1. Compliance:

Any infringement will be regarded as a breach of contract, and may lead to legal penalties or expulsion imposed by the Owner.

Any type of non-compliance that gives rise to damage shall be repaired by the Resident responsible.

Any Resident who is responsible for a violation of the rules in this contract is obligated to pay the Owner for the value of the fine or damages payable to third parties as a result of the above-mentioned infringement.

3.2. Types of violations:

3.2.1. Minor violations:

The non-compliance of any of the conditions specified in sections 2.3.2; 2.3.3; 2.3.4; 2.4.1; 2.5; 2.6.1; 2.6.2; 2.8 and 2.10.1 of the present contract will be considered minor violations.

3.2.2. Serious violations:

The repetition of a minor violation.

Any violation of the present contract that is not qualified as a minor or very serious violation.

Any action that leads to any kind of material damage to third party property of up to 3,000 €.

Any action that constitutes a hazard to the health, safety or integrity of the building and third-party property.

3.2.3. Very serious violations:

The repetition of a serious violation that could put the smooth operation and co-existence in the residence at risk.

Any action that produces any type of physical harm to people or material damage to third-party property of above 3,000 €.

Any action that constitutes a hazard to the health, safety or physical integrity of people.

Any action that constitutes a serious hazard to the health, safety and integrity of the building and third-party property.

Any action stipulated in the current Penal Code as a crime or infringement.

Any lack of respect or personal insult to the residence staff.

Two consecutive written warnings in less than three months.

3.2.4. Warnings:

Minor infringements will be penalized with a written warning from the Owner to the offender, and with further non-compliance, could lead to the Resident being expelled.

Serious infringements will be penalized with a written warning to the offender in question, and if said obligations are not complied with, it could lead to said Resident being expelled.

Very serious infringements will be sufficient cause for the immediate termination of the contract and as a consequence the expulsion of the Resident. The Resident must leave the building after receiving the warning within the following 24 hours at the latest.

4. Notifications:

Except for those cases where the present contract outlines a different form of notification, both parties will determine the form of carrying out notifications that should or can take place in relation to the present contract as being by email using the email address stated in paragraph 1.2. Alternatively notifications can be carried out in written form to be presented or given to the Front Desk at the residences. Both parties should notify the other of any changes in email.

5. Data protection:

The information included in the present contract is supplied by the Resident on a compulsory basis, as they are essential for the drawing up of the present contract. The personal details will be included in a file or database held by the Owner in order to permit the maintenance of the contractual relationship and provide, extend and improve the services provided by the Owner on the basis of the present contract. Residents can exercise their right of access, rectification, cancellation and opposition set out in the Personal Data Protection Act (Organic Law 15/1999, of 13 December). The Resident hereby expressly authorizes the Owner to allow his/her personal details to be passed to the companies in the same Group.

6. Applicable Law and Jurisdiction

This Contract is governed by Articles 1546 and follows the Civil Legal Code. Both parties expressly accept the jurisdiction of the Judges and Courts governing the district of the property, and expressly waiver any other jurisdiction to which they might have recourse.

Finally, the parties declare:

Their explicit acceptance of the full contents of the present contract, which they hereby certify and sign in two original, authentic copies on standard paper, formalized for the same purpose, subscribing it at the time and place indicated initially.

The Resident

The Owner





DATOS BANCARIOS PARA DOMICILIACIÓN DE RECIBOS
 BANK ACCOUNT INFORMATION FOR PAYMENT BY STANDING ORDER / DIRECT BILLING

Autorizo que se abonen los recibos de la renta mensual de MelonDistrict a esta cuenta corriente.
I authorize the debit of the MelonDistrict monthly rent from the following bank account.

Apellidos y Nombre del Titular / Holder Name

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Banco
Bank

Sucursal
Bank office

D.C.
D.C.

Nº Cuenta
Account Number

Fecha / Date _____

(Firma del Titular)

(Holder signature)

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